

1 JAMES M. BRADEN (SBN 102397)
2 PAMELA J. SIEUX (SBN 201102)
3 LAW OFFICES OF JAMES M. BRADEN
44 MONTGOMERY STREET, SUITE 1210
3 SAN FRANCISCO, CA 94104

4 | TELEPHONE: (415) 398-6865
5 | FAXSIMILE: (415) 788-5605
5 | EMAIL: braden@sf-lawyer.com

6 Attorneys for Claimants
- Steve Fontaine and Niloufer Fontaine

8 JOSEPH P. RUSSONIELLO (CSBN 44332)
United States Attorney

9 BRIAN J. STRETCH (CSBN 163973)
10 Chiet, Criminal Division

11 PATRICIA J. KENNEY (CSBN 130238)
ASSISTANT UNITED STATES ATTORNEY
12 450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102

13 TELEPHONE: (415) 436.6857
14 FACSIMILE: (415) 436.6748
14 EMAIL: patricia.kenney@usdoj.gov

15 Attorneys for the United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

20 UNITED STATES OF AMERICA

Case No. C 02-4948 JSW

Plaintiff

**THIRD AMENDMENT TO THE MAY 8,
2009 STIPULATED OCCUPANCY
AGREEMENT**

23 REAL PROPERTY LOCATED, AT 6557
24 ASCOT DRIVE, OAKLAND, CALIFORNIA,

Defendants.

27 | AND RELATED CROSS-ACTION

1 The Parties stipulate and agree as follows:

2 1) Plaintiff is the United States of America. Defendant is the Real Property Located at
3 6557 Ascot Drive, Oakland, California ("defendant 6557 Ascot Drive"). Appearing as Claimants
4 after filing a claim and answer are (1) Steven Fontaine and Niloufer Fontaine, his wife
5 ("Fontaine Claimants"); and (2) Hereford Humanitarian Business Trust, Huibert Johannes Van Praag
6 and Longmead Properties Limited ("Investor Claimants"). The United States and Claimants are
7 hereinafter referred to as the "Parties" in this document.

8 2) The purpose of this Third Amended Occupancy Agreement ("3d Amended SOA") is
9 to amend the Stipulated Occupancy Agreement ("SOA") filed May 8, 2009, as amended on July 2,
10 2009, and as further amended on August 28, 2009, to authorize the Fontaine Claimants to continue to
11 reside at defendant 6557 Ascot Drive from October 12, 2009 to and including November 1, 2009 on
12 the terms set forth below.

13 3) This extension of the lease period is conditioned upon the Fontaine Claimants paying
14 \$ 2,581 in rent as provided below on or before October 2, 2009 to extend their occupancy to and
15 including November 1, 2009. This payment condition is material and unless it is met, this 3d
16 Amended SOA is ineffective to extend the lease period.

17 4) The Parties stipulated to an occupancy agreement which was entered by the Court as
18 an order on May 8, 2009, the Parties filed a first amendment to that stipulated occupancy agreement
19 ("1st Amended SOA") which the Court entered as an order on July 2, 2009, and the Parties filed a
20 second amendment to that stipulated occupancy agreement ("2nd Amended SOA") which the Court
21 entered as an order on August 28, 2009. *See* SOA, filed May 8, 2009; 1st Amended SOA, filed July
22 2, 2009; 2nd Amended SOA filed August 28, 2009. Except to the extent that the Parties agree in this
23
24
25
26
27
28

1 3d Amended SOA to expressly amend or modify the SOA as amended by the 1st and 2nd Amended
2 SOA's, the Parties agree that the SOA as amended by the 1st and 2nd Amended SOA's is in effect.
3 To the extent that any provision in this 3d Amended SOA is inconsistent with the SOA as amended
4 by the 1st and 2nd SOA's, this 3d Amended SOA controls.

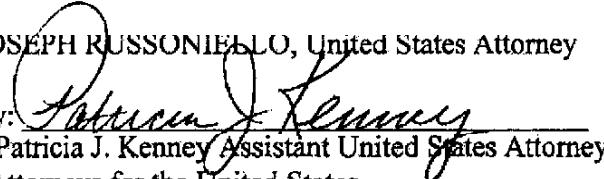
5 3) The 2st Amended SOA replaced the date "September 12, 2009" in paragraphs 2, 5
6 and 11 of the SOA with the date "October 12, 2009." That date, "October 12, 2009," is now hereby
7 changed to read "November 1, 2009" if the Fontaine Claimants pay the rental of \$ 2,581 on or before
8 October 2, 2009.

9 4) The Parties agree that the Fontaine claimants shall pay \$ 2,581 as rent for the
10 period from October 12, 2009 to and including November 1, 2009, which rent is due and payable on
11 or before October 2, 2009. The payment shall be made in accordance with paragraph 7 of the 1st
12 Amended SOA, and failure to do so on or before October 2, 2009 requires the Fontaine claimants to
13 vacate the premises and remove their personal property on or before October 12, 2009. The
14 Fontaines agree that the provision in the 1st Amended SOA that they pay by cashier's check is and
15 must be interpreted to mean payment literally by a cashier's check and by no other instrument or
16 / /
17 / /
18 / /
19 / /
20 / /
21 / /
22 / /
23 / /
24 / /
25 / /
26 / /
27 / /
28

1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: Sept. 30, 2009, 2009. JOSEPH RUSSONIELLO, United States Attorney

5 By: 
6 Patricia J. Kenney Assistant United States Attorney
7 Attorneys for the United States

8 Dated: _____, 2009. COOPER, WHITE & COOPER, LLP

9 By:
10 Stephen D. Kaus
11 Attorneys for Hereford Humanitarian Bus. Trust

12 Dated: _____, 2009. DONOVAN HATEM, LLP

13 By:
14 Darrell Mook
15 Attorneys for Claimant Hereford Human. Bus. Trust

16 Dated: _____, 2009. CLARENCE & DYER, LLP

17 By:
18 Kate Dyer
19 Attorneys for Huibert Van Praag and
20 Longmead Properties LLP

21 Dated: _____, 2009.

22 Stephen Fontaine, Claimant

23 Dated: _____, 2009.

24 Niloufer Fontaine, Claimant

25 Dated: _____, 2009.

26 LAW OFFICES OF JAMES M. BRADEN

27 By:
28 James M. Braden, Attorneys for Claimants

IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
DAY OF _____, 2009.

HONORABLE JEFFREY S. WHITE,
U.S. District Court

1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: _____, 2009. JOSEPH RUSSONIELLO, United States Attorney

5 By: _____
6 Patricia J. Kenney Assistant United States Attorney
7 Attorneys for the United States

8 Dated: 9/30, 2009. COOPER, WHITE & COOPER, LLP

9 By: _____
10 Stephen D. Kaus
11 Attorneys for Hereford Humanitarian Bus. Trust

12 Dated: 9/30, 2009. DONOVAN LATEM, LLP
13 By: _____
14 Darrell Mook
15 Attorneys for Claimant Hereford Human. Bus. Trust

16 Dated: 10/1, 2009. CLARENCE & DYER, LLP
17 By: _____
18 Kate Dyer
19 Attorneys for Huibert Van Praag and
20 Longmead Properties LLP

21 Dated: _____, 2009. _____
22 Stephen Fontaine, Claimant

23 Dated: _____, 2009. _____
24 Niloufer Fontaine, Claimant

25 Dated: _____, 2009. LAW OFFICES OF JAMES M. BRADEN
26 By: _____
27 James M. Braden, Attorneys for Claimants

28 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
29 DAY OF _____, 2009.

30 HONORABLE JEFFREY S. WHITE,
31 U.S. District Court

1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: _____, 2009. JOSEPH RUSSONIELLO, United States Attorney

5 By: _____
6 Patricia J. Kenney Assistant United States Attorney
7 Attorneys for the United States

8 Dated: _____, 2009. COOPER, WHITE & COOPER, LLP

9 By: _____
10 Stephen D. Kaus
11 Attorneys for Hereford Humanitarian Bus. Trust

12 Dated: _____, 2009. DONOVAN HATEM, LLP

13 By: _____
14 Darrell Mook
15 Attorneys for Claimant Hereford Human. Bus. Trust

16 Dated: _____, 2009. CLARENCE & DYER, LLP

17 By: _____
18 Kate Dyer
19 Attorneys for Huibert Van Praag and
20 Longmead Properties LLP

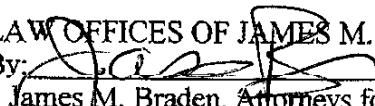
21 Dated: Sept 30, 2009.

22 
Stephen Fontaine, Claimant

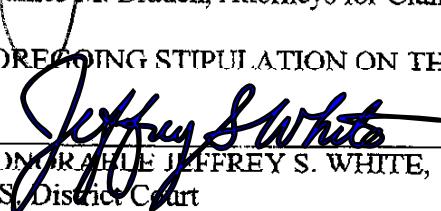
23 Dated: Sept. 30, 2009.

24 
Niloufer Fontaine, Claimant

25 Dated: October 1, 2009.

26 By: 
James M. Braden, Attorneys for Claimants

27 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
28 7 DAY OF October, 2009.


HONORABLE JEFFREY S. WHITE,
U.S. District Court

29 THIRD AMENDMENT TO THE
30 STIPULATED OCCUPANCY AGREEMENT